

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

INMOBILIARIA BUDA S. DE R.L.	§	
DE C.V. & INMOBILIARIA DONA	§	Case No. 1:20-cv-00806
LUCHA S. DE R.L. DE C.V.	§	
Plaintiffs	§	
	§	
v.	§	
	§	
SARAH ELLEN BROWN, CALEB	§	
PRESTON & JENNIFER	§	
CAMPBELL	§	
Defendants	§	

PLAINTIFFS' FIRST AMENDED COMPLAINT

COME NOW, Plaintiffs Inmobiliaria Buda S. de R.L. de C.V. (“Buda”) and Inmobiliaria Dona Lucha S. de R.L. de C.V. (“Dona Lucha”) by and through their attorney, Lewis K. Harley, and as and for their First Amended Complaint against Defendants Sarah Ellen Brown (“Brown”), Caleb Preston (“Preston”) and Jennifer Campbell (“Campbell”), hereby states as follows:

PARTIES

1. Inmobiliaria Buda S. de R.L. de C.V. is a Mexican company, with its headquarters in Austin, Texas, that may be reached through its attorney of record, Lewis K. Harley.

2. Inmobiliaria Dona Lucha S. de R.L. de C.V. is a Mexican company, with its headquarters in Austin, Texas, that may be reached through its attorney of record, Lewis K. Harley.

3. Sarah Ellen Brown is a natural person who may be served with process

at 720 Burton Street, Sheridan, Wyoming 82801, or wherever she may be found.

4. Caleb Preston is a natural person who may be served with process at 235 St. Johann Loop, Girdwood, Alaska 99587, or wherever he may be found.

5. Jennifer Campbell is a natural person who may be served with process at 10710 194th Street East, Graham, Washington 98338, or wherever she may be found.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) because the matter in controversy exceeds \$75,000.00, exclusive of interest and costs, and is between a citizen of the State of Texas and a citizen or subject of a foreign state.

7. Venue is proper in the Western District of Texas, Austin Division because this is the location where such agreements between the parties were made.

FACTS

8. Plaintiffs incorporate by reference paragraphs 1 - 7 as stated above.

9. Plaintiffs are Mexican companies based in Austin, Texas. Plaintiffs own and develop real estate in the Tulum and Playa Del Carmen areas of Mexico. Defendants are employees and/or relatives or a former business partner of plaintiffs named Tobias James Preston. The Securities & Exchange Commission has recently obtained a multi-million civil fraud judgment against Tobias James Preston in the Northern District of California, Sacramento Division; case no. 2:18-CV-00616-MCE-CMK.

10. In the fall of 2018, plaintiffs discovered that defendants Preston and Campbell had signed two promissory notes attempting to create obligations between the plaintiffs and two separate companies owned/controlled by Tobias James Preston. These promissory notes were unauthorized because no consideration was provided to the plaintiffs and because neither Preston nor Campbell possessed the proper authority to execute such notes on behalf of plaintiffs. Defendant Brown was listed as the person of record who transferred the promissory notes, which was also without authorization from plaintiffs.

11. The first fraudulent promissory note was created with an effective date of February 11, 2016. This note obligated Inmobiliaria Buda S. de R.L. de C.V. for \$1,400,000. The second fraudulent promissory note was created with an effective date of September 12, 2016. This note obligated Inmobiliaria Dona Lucha S. de R.L. de C.V. for \$2,450,000. The lenders listed on each fraudulent promissory note were companies wholly owned or controlled by Tobias James Preston, Emerald FL, LLC and OESK, LLC, respectively.

12. Plaintiffs bring this lawsuit to have the notes at issue declared fraudulent, and to recover lost profits, lost business opportunities and exemplary damages against the defendants for their fraud.

COUNT 1 (Declaratory Judgment)

13. Plaintiffs repeat and reallege paragraphs 7-12 of the Facts section as if set forth verbatim herein.

14. Plaintiffs seek a declaration from this Court that the notes at issue in

this lawsuit are fraudulent and without consideration and therefore void.

15. Plaintiffs seek their attorney's fees pursuant to Chapter 37.009., of the Texas Civil Practice and Remedies Code.

COUNT 2 (Fraud)

16. Plaintiffs repeat and reallege paragraphs 7-12 of the Facts section as if set forth verbatim herein.

17. Defendants created a series of promissory notes without authorization from plaintiffs attempting to obligate plaintiffs for \$3,850,000 without consideration.

18. Plaintiffs have suffered damages as a direct and proximate result of defendants' fraud in an amount within the jurisdiction of this Court.

19. Defendants seek the sum of \$3,850,000 plus interest for their actions against plaintiffs.

PRAYER

20. WHEREFORE, Plaintiffs Inmobiliaria Buda S. de R.L. de C.V. and Inmobiliaria Dona Lucha S. de R.L. de C.V. request that Defendants Sarah Ellen Brown, Caleb Preston, and Jennifer Campbell be cited to appear and answer herein; that Plaintiffs be granted judgment for their declaration, actual damages, special damages, exemplary damages, court costs and reasonable attorney's fees incurred and for such other and further relief, both general and special, at law and in equity, to which they may be justly entitled.

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A handwritten signature in black ink, appearing to read "L. K. Harley". The signature is fluid and cursive, with the first name "L." and last name "Harley" clearly distinguishable.

By: _____

Lewis K. Harley

Texas Bar No. 09015500